

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES SAN FRANCISCO BRANCH

ADVANCED ARCHITECTURAL METALS, INC.
and its alter egos ADVANCED METALS, INC.,
and STEEL SPECIALITIES UNLIMITED,
a Single Employer

and

CARPENTERS LOCAL 1780 affiliated with
SOUTHWEST REGIONAL COUNCIL OF
CARPENTERS, UNITED BROTHERHOOD
OF CARPENTERS and JOINERS OF AMERICA

Cases 28-CA-21444
28-CA-21504
28-CA-21628
28-CA-21696

and

LOCAL 433, INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL, ORNAMENTAL
& REINFORCING IRON WORKERS, AFL-CIO,
Party-In-Interest

and

MARK ANTHONY PARMENTER, SR.,
An Individual

Joel C. Schochet, Esq., for the General Counsel.

Kathleen M. Jorgenson, Esq.,
(*DeCarlo, Connor, Shanley*) of Los Angeles, California,
for the Charging Party.

Ms. Jackie Phillips and *Mr. Samuel Shahan*,
of Las Vegas, NV for the Respondent SSU.¹

Ms. Lori Irish, of Las Vegas, NV
for the Respondent AAM.²

¹ Marina E. Kolas, Esq., appeared for SSU at the first day of hearing but then withdrew her appearance that same day.

² Irish appeared at the hearing on November 14, 2007, but did not appear when the hearing resumed on March 4, 2008.

DECISION

Statement of the Case

5 **WILLIAM G. KOCOL**, Administrative Law Judge. This case was tried in Las Vegas, Nevada, on November 14, 2007, and March 4-5, 2008. The charges in cases 28-CA-21444 and 28-CA-21504 were filed by Carpenters Local 1780 affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, (herein the Union) on 10 June 27, 2007, and August 2,³ and the first Complaint was issued September 24. That Complaint alleges that Advanced Architectural Metals, Inc. (herein AAM) established Steel Specialties Unlimited (herein SSU) as a disguised continuance of AAM for the purpose of avoiding its responsibilities under the Act. That Complaint alleges that AAM and SSU have been alter egos and a single employer within the Act, that AAM established Advanced Metals, 15 Inc. (herein AMI) as a disguised continuance of AAM for the purpose of avoiding its responsibilities under the Act and that AAM and AMI have been alter egos and a single employer. The resolution of those issues centers on the role Lori Irish plays in those business entities. Finally, that Complaint alleges that since on or about April 17 AAM, SSU, and AMI (herein collectively called Respondent) failed and refused to recognize and bargain with the 20 Union and, since on or about February 23 and on other dates thereafter, refused to provide the Union with requested information that was relevant to the Union's performance of its duties as the collective-bargaining representative of the unit employees thereby violating Section 8(a)(5) and (1) of the Act.

25 The charge in case 28-CA-221628 was filed by the Union on October 25 and the complaint based on that charge adds the allegation that on or about October 10 the Respondent, through Irish, "threatened the Union's business representative, who was engaged in concerted activities with employees, to have him arrested because he was engaged in such activities."

30 The charge in case 28-CA-21696 was filed by Mark Anthony Parmenter, Sr., an individual, on December 17 and the complaint that issued based on that charge adds the allegations that Parmenter, Sr. had been a foreman and supervisor for the Respondents, that on about December 13 Respondent threatened Parmenter, Sr. with bodily harm and the next day 35 with loss of his bonus because he "indicated that he would not tailor his testimony at a Board proceeding in a manner that the Respondent demanded that he testify." That complaint also alleges that thereafter Respondent withheld benefits from Parmenter, Sr. and his son Parmenter, Jr. and then fired both of them for the reason stated above.

40 SSU filed a timely answer to the first complaint that admits the filing but not the service of the charges, admits the allegations concerning commerce and jurisdiction but denies the allegations concerning alter ego and single employer, and admits the allegation concerning labor organization status. SSU admits that Robert F. Pickens was its supervisor and agent until 45 about January 9, 2006, but denies that Irish has been its agent or supervisor. SSU denied the allegations concerning appropriate unit, recognition, the Union's Section 9(a) status as well as the substantive allegations. SSU also filed an answer to the last complaint that denied any normal business transactions with AAM since May 31, 2006 and that AMI and AAM had gone out of business. It alleges that Parmenter Sr. quit his employment. AAM and AMI did not file

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³ All dates are in 2007 unless otherwise indicated.

answers to the complaint and the General Counsel has not moved for default judgments against them for their failure to do so.

On January 26, 2007, Judge Gontram issued a decision finding that Respondent was a single employer and alter egos. Judge Gontram also concluded that Respondents violated Sections 8(a)(1), (2), (3), and (5). The Board affirmed that decision. *Advanced Architectural Metals*, 351 NLRB No. 80 (2007). The Board's decision, of course, is binding on me, so I ruled that I would not permit relitigation of the single employer and alter ego findings made by the Board in that decision. Rather, I allowed the parties to present evidence of changes that have occurred on those issues after October 12, 2006, the date the hearing before Judge Gontram closed.

On the first day of hearing in this case I postponed the trial over the objections of the General Counsel and the Union to allow AAM and AMI yet another opportunity to obtain counsel and present its case. When the trial resumed March 4, 2008, AAM and AMI did not appear. Instead, on March 3, 2008, AAM, by Lori Irish, filed a notice asserting that Irish is not allowed access to the building where the hearing was to be held. Irish claimed that she had repeatedly asked for written permission to be allowed in the building but as of 4:00 p.m. on March 3 she had received no response from Region 28. Irish indicated that she was not going to come to the hearing if she was not assured that she would be allowed in the building. She asserted in the notice that this was a denial of due process. Attached to the notice were copies of three letters addressed to Region 28 asking that the Region assure Irish that she would be allowed into the building to attend the hearing. The Region denied receiving the letters. Instead, it provided evidence that Irish faxed the Region what were essentially blank pages rather than the letters and that Irish had done this in the past. I conclude that Irish purposefully sent the blank pages to the Region in order to create a false explanation for her failure to appear at the hearing.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, I make the following.

Findings of Fact

I. Jurisdiction

SSU admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act. Because I conclude below that SSU continues to be a single employer and alter ego with AAM and AMI, I further conclude that Respondent has been engaged in the business of metal fabrication and installation in and about Las Vegas, Nevada. During the calendar year ending June 27, 2007, Respondent purchased and received goods valued in excess of \$50,000 directly from points located outside the State of Nevada. Respondent is an employer engaged in commerce within the meaning of 2(2), (6), and (7) of the Act.

II. Alleged Unfair Labor Practices

A. Facts

Ralph Dewey Lowe began working for AAM on January 2007 as a fabricator. He worked at the AAM facility located at 5335 Wynn Road, Las Vegas, Nevada where there are about 8-10 other fabricators. Polishers, a painter, a mechanic, and a maintenance person also worked there for a total of about 25 employees. SSU occupies 5500 square feet at this location

pursuant to a lease agreement with an entity connected with Irish. About three months after he started Lowe became a supervisor and reported directly to Irish. Irish was at the Wynn Road location on a daily basis; she has an office there. Around September or October the name on the payroll checks of the employees changed from AAM to AMI but they continued to do the same work as before. Lowe worked there for about one year.

Parmenter, Sr. began working for SSU in June 2006 as an installer; he was hired by Jackie Phillips. His son Parmenter, Jr., began working there about a month later. Both worked at and out of the Wynn Road facility. At times Parmenter, Sr. also assisted in fabrication work at this facility. In April 2007 Phillips and Irish told him that he was promoted to foreman. Phillips and Irish directed his work after he became foreman. A “company directory” posted at the facility lists the mobile telephone numbers of Irish, Phillips and others. It contains the name of the person who does the estimating for both fabrication and installation work. In about December 2006 Irish and Phillips informed Parmenter, Sr. that there was going to be a hearing before the Nevada State Contractors Board involving SSU and that Parmenter, Sr. needed to testify. Irish and Phillips told him to testify that he did not take direction from Irish and that Irish had nothing to do with SSU. He rode to the hearing site with Irish, but his testimony was not needed.

James Sala is senior representative for the Union for the State of Nevada. The Union’s contract with AAM expired in the summer of 2007. On February 23, 2007, the Union sent Respondent a letter that requested:

[T]he following information regarding all employees hired by or working for [SSU, AMI, and AAM] at any time from April 2004 to the present: name, address, hire date, termination date (if applicable), classification, pay rate, hours work, and benefits paid.

On April 6 AAM, by Irish, sent a fax to the Union as follows:

It is with extreme pleasure that we inform you assholes that Advanced Architectural Metals, Inc. and any alleged alter egos will not be renewing the master labor agreement. Advanced Architectural does NOT believe it has a legal agreement.

The Union replied on April 17 advising Irish, among other things, that she has a duty to bargain in good faith with the Union for a new collective-bargaining agreement, that the Union was available to begin bargaining in May, and asking that Irish advise the Union of her availability for dates to begin bargaining. That same day an attorney for AAM sent the Union a letter informing the Union of AAM’s intent to terminate the collective-bargaining agreement; the letter offered to bargain in good faith with the Union. However, the next day the Union received the following fax communication:

JIM SALA
FUCK OFF ASSHOLE
I AM SO SCARE(sic) HOMO BOY

Although the fax was not signed, I conclude Irish sent it. On April 27 the Union replied the letter of April 17 from AAM’s attorney again indicating its willingness to begin negotiations and reminding him that the Union had not yet received a response to the Union’s request for information dated February 23. On April 30 AAM’s attorney sent the Union a message indicating that he would contact the Union to determine dates for the parties to begin

negotiations and that he was obtaining the information requested by the Union on February 23 and would send it to the Union. On May 14 the Union sent AAM's attorney a message indicating that it had not heard from him concerning negotiation dates and had not received the requested information. On May 16 the attorney advised the Union that he no longer
 5 represented AAM. On June 18 the Union advised Irish that it had not heard from Respondent concerning the dates they were available to commence bargaining and still had not received the requested information. Respondent has since refused to bargain with the Union and has failed to provide the Union with the information it requested on February 23.

10 On June 25 Irish sent the Union a letter that, among other things, asserted that AAM had gone out of business and AMI would be closing in two weeks. During the course of a hearing on a petition for Section 10(j) relief in the United States District Court Irish apparently repeated these claims. So on August 6 the Union sent Respondent a letter requesting to bargain over the effects of the alleged closure and the following information:

- 15 1. Date of closure(s).
2. Reason(s) for closure(s).
3. Names, dates of hire, classifications and pay rates for all employees.
4. Any severance payments made or promised to any employee.
- 20 5. Disposition of assets of AAM and AMI, including whether or not any of said assets were sold or transferred to [SSI] and/or any other entities.

The next day Irish faxed a copy of this letter back to the Union with the words "Fuck off" written and circled on it.

25 To better understand the events that follow I point out that on September 8, 2006, a District Court Judge for Clark County, Nevada, issued a modified preliminary injunction that concluded that both the Union and Irish had engaged in misconduct and were both restrained from engaging in certain conduct. More specifically as it impacts this case, the Court restrained
 30 the Union from coming within 20 feet of Irish, or her agents, representatives, employees, or customers at Irish's place of business located at 5335 Wynn Road, Las Vegas, Nevada. Sala periodically drove to this location to see what was occurring there. On October 10 Sala drove there and parked his car on the street. Irish came out of the building and was putting boxes in her car and noticed Sala. She returned to the building, got into her car, and drove past Sala.
 35 Irish shouted as she drove past Sala, but Sala was unable to hear what she was shouting. Irish returned several minutes later followed by a white truck. Two men got out of the white truck, approached Sala's car, appeared to write down the license plate number of Sala's car and then left. Irish then again left the facility; several minutes later three police cars arrived. The police asked Sala to step away from the car and to place his hands on the car. After searching him
 40 the police asked for identification. Finally Sala asked what was going on and the police explained that they had received a call from a woman who said she was the owner of the facility and the woman complained that Sala was present there in violation of a restraining order. They said the woman asked them to remove Sala from the area. The police said that the woman was coming back with a copy of the restraining order and asked Sala to wait until she returned. After
 45 30 minutes passed the police received a call and then told Sala he could leave because it did not seem like the woman was coming back. At no time during this incident did Sala place himself within 20 feet of Irish, the facility or otherwise violate the terms of the preliminary injunction. I conclude that Irish called the police and falsely reported that Sala was violating the
 50 terms of the preliminary injunction.

At some point following the incident described in the preceding paragraph, Irish asked Parmenter, Sr. to give an affidavit to the Board and to falsely state in that affidavit that Sala had

"threatened to blow her brains out and that the strikers had threatened to gang rape her and kill her." Irish explained that if Parmenter, Sr. did so they would not have to hire back the strikers. Irish made it a point to instruct Parmenter, Sr., to be sure to state that all of the strikers were shouting the threats. In a telephone message that Parmenter, Sr. saved Irish said:

Hey Mark, make sure you that you say that you heard all of them say that they'd kill me, not just one or two, everyone else was screaming it because (inaudible) other people were saying it, too (inaudible) they were - - everyone out there, they were screaming it. They had a bullhorn and they were screaming it, okay, kill me.

As indicated above, the hearing in this case opened on November 14 but I continued the matter to December 18 to allow AAM and AMI to obtain legal representation and to develop their case. As December 18⁴ approached Irish and told Parmenter, Sr. that he was a foreman for the company and she wanted him to testify at the hearing. Both Irish and Phillips told him that they wanted him to testify that Irish had very little to do with SSU. But Parmenter, Sr. replied that he would not lie and that if he was subpoenaed he would tell the truth. Parmenter, Sr. was fired on December 14. On December 13 Irish summoned Parmenter, Sr. to her office. Irish told him that the hearing was coming up and Phillips had told her that he would not testify. Irish said that he needed to testify and that if he did not both he and his son could find another job. She said that she would blow Parmenter, Sr.'s brains out. Parmenter, Sr. then called Phillips and related what had occurred. Phillips said that Parmenter, Sr. should "stay away from that crazy fuckin' bitch," meaning Irish, and that Phillips would deal with Irish. Parmenter, Sr. told Phillips that he was tired of Phillips and Irish trying to get him to testify and he had told them several times that he would not do so. Parmenter left work and returned home for the rest of the day.

The next day Parmenter, Sr. picked up Phillips' brother, who also worked for Respondent, and met Phillips at a grocery store where Phillips often gave them their paychecks. Phillips told Parmenter, Sr. that she would give him his regular paycheck but would give him the check for his overtime work and the check for his yearly bonus only after he testified at the hearing. Phillips said that Parmenter, Sr. knew how Irish felt and that if he did not testify both he and his son would have to get another job and he would not receive his yearly bonus. Parmenter, Sr. insisted that he was not going to testify and lie. After an exchange of words Parmenter, Sr. returned home accompanied by Phillips' brother. Parmenter, Sr. cleaned out the truck and Phillips' brother left with the truck. The brother returned and gave Parmenter, Sr. his regular paycheck and his overtime check. But as a requisite for receiving the overtime pay Phillips wanted Parmenter, Sr. to sign a document agreeing to return a truck that Parmenter, Sr. owned. Irish, on behalf of AAM, gave him title to the truck in November as payment for work he had performed for her. Irish now wanted him to return the truck because he was refusing to testify. Irish also wanted Parmenter, Sr. to repay Irish \$100. Parmenter, Sr. testified at trial that Irish gave him that money for work he performed and not as a loan. The document that Phillips wanted Parmenter, Sr. to sign appears on SSU letterhead and reads:

Mark Parmenter, Sr. will be paid 27 hours of 1½ wages for extra work done to expedite the production of finished doors for the Bellagio on December 6 to December 9, 2007. All other wages, benefits, and expenses have been

⁴ I then granted the General Counsel's motion to postpone the hearing on December 18; the General Counsel's motion indicated concerns over whether proper security could be maintained at that hearing to assure the safety of Counsel for the General Counsel.

previously paid in full. This payment will be given to me upon the return of the title and Dodge truck & keys to the address and/or person where it was originally procured and the repayment of \$100.00 loan to this same person.

5 This document is significant in several respects. It confirms that Parmenter, Sr. was performing fabrication work at the shop yet was being paid by SSU. And it confirms that behind the scenes Irish was continuing to call the shots even to the extent of requiring an SSU employee to return items to her as a condition of receiving payment from SSU. Parmenter, Sr. never did receive payment for the overtime work nor did he receive his yearly bonus.⁵ Thereafter, as the
10 recorded messages show, Irish called Parmenter, Sr. several times and in a verbally abusive manner threatened to file a lawsuit against him and warned him to get a lawyer.

I conclude that Parmenter, Sr. was fired and was denied his yearly bonus because he refused to lie under oath in this NLRB proceeding. I conclude that Parmenter, Jr. was fired for the same reason.⁶ There is no evidence that Parmenter, Jr. was denied his yearly bonus, so I
15 dismiss this allegation of the complaint.

The foregoing facts are largely uncontested. I have considered Phillips' testimony, including that since the close of the hearing in the earlier case "[a] tremendous amount of things" have changed concerning the relationship between SSU and AAM the biggest of which
20 "is that Lori Irish doesn't know anything about" SSU. But that testimony was not backed by any credible specifics, is contrary to other more credible documentary and testimonial evidence in this record, and is clearly exaggerated. Moreover, Phillips' demeanor was far from credible. I do not credit Phillips testimony to the extent it is inconsistent with the facts described in this
25 decision.

B. Analysis

The facts detailed above confirm the continued single-employer/alter ego status described in Judge Gontram's decision. Among other things, Irish continues to direct the work of SSU's employees and supervisors. She decides to fire SSU's supervisors and employees. SSU and Irish's companies continue to work at the same location. The facts also confirm the continued appropriateness of the Unit. It follows that the Union continues to be the collective-bargaining representative of the employees in the Unit.
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The Union requested information concerning the unit employees as described above. That information is relevant to the Union's obligation to represent those employees. By failing to give the Union requested information, that is relevant and necessary for the Union to represent the unit employees, Respondent violated Section 8(a)(5) and (1). *NLRB v. Acme Die Casting Co.*, 385 U.S. 432 (1967); *Sands Hotel & Casino*, 334 NLRB 1101, 1109 (1997). The facts
35 show that Respondent has continued to refuse to recognize and bargain with the Union, thereby again violating Section 8(a)(5) and (1).
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Respondent fired both Parmenter, Sr. and Parmenter, Jr. because Parmenter, Sr. refused to lie on Respondent's behalf to the Board. Even though Parmenter, Sr. was a
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⁵ The complaint does not allege that the failure to pay Parmenter, Sr. his overtime pay is unlawful.

⁶ Documents offered by SSU into evidence show that Parmenter, Sr. told his son that he too was fired, but the Union and General Counsel objected to the hearsay nature of the documents and I agreed
50 not to receive them for the truth of the matters asserted therein. Therefore there is no evidence as to what Parmenter, Jr. was told.

supervisor, this conduct violates Section 8(a)(1). *Parker-Robb Chevrolet*, 262 NLRB 402 (1982). By discharging Mark Parmenter, Sr. and Mark Parmenter, Jr. and failing to pay Parmenter, Sr. his annual bonus because Parmenter, Sr. refused to lie on behalf of Respondent in NLRB proceedings, Respondent violated Section 8(a)(1).⁷

The Union is the collective-bargaining representative of Respondent's employees and Sala is entitled to monitor Respondent's facility in the manner he did. He was on public property and was not in violation of the state court's preliminary injunction. By attempting to cause police officers to arrest Sala while he was lawfully attempting to monitor events at Respondent's facility, Respondent violated Section 8(a)(1). *Indio Grocery Outlet*, 323 NLRB 1138 (1997), enf'd 187 F.3d 1080 (1999), cert. denied 529 U.S. 1098 (2000).

Conclusions of Law

1. Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(5) and (1) and Section 2(6) and (7) of the Act by failing to give the Union requested information that is relevant and necessary for the Union to represent the unit employees and, by failing and refusing to recognize the Union as the collective bargaining representative for those unit employees.

2. Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(1) and Section 2(6) and (7) of the Act by discharging Mark Parmenter, Sr. and Mark Parmenter, Jr. and failing to pay Parmenter, Sr. his annual bonus because Parmenter, Sr. refused to lie on behalf of Respondent in NLRB proceedings and by attempting to cause police officers to arrest a Union official because he was lawfully attempting to monitor events at Respondent's facility.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. The Respondent having discriminatorily discharged employees, it must offer them reinstatement and make them whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The Respondent having discriminatorily withheld Mark Parmenter's annual bonus, it must pay him that bonus, plus interest. Because the Respondent has a proclivity for violating the Act and because of the serious nature of the violations and because of the Respondent's widespread misconduct, demonstrating a general disregard for the employees' fundamental rights, I find it necessary to issue a broad Order requiring the Respondent to cease and desist from infringing in any other manner on rights guaranteed employees by Section 7 of the Act. *Hickmott Foods*, 242 NLRB 1357 (1979).

⁷ The complaint alleges that several statements made by Irish and Phillips to Parmenter, Sr. violated Section 8(a)(1). The General Counsel's brief is silent concerning how statements to supervisors violate employees' Section 7 rights. I shall dismiss those allegations.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.⁸

ORDER

The Respondent, ADVANCED ARCHITECTURAL METALS, INC. and its alter egos ADVANCED METALS, INC., and STEEL SPECIALITIES UNLIMITED, a Single Employer, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall:

1. Cease and desist from

(a) Failing to give the Union requested information that is relevant and necessary for the Union to represent the unit employees.

(b) Failing and refusing to recognize the Union as the collective bargaining representative for those unit employees.

(c) Discharging or otherwise discriminating against any employee or supervisor because they refuse to lie in NLRB proceedings.

(d) Attempting to cause police officers to arrest Union officials because they are lawfully attempting to monitor events at Respondent's facility.

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All employees performing production and maintenance work within the jurisdiction of the Union, including Shop Foreman, Journeyman Shop Worker, Shop Worker/Trainee and Laborer, and all employees performing field work and construction work outside the shop, excluding all other employees, guards, and supervisors as defined in the Act.

(b) Within 14 days from the date of the Board's Order, offer Mark Parmenter, Sr. and Mark Parmenter, Jr. full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) Make Mark Parmenter, Sr. and Mark Parmenter, Jr. whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(d) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharges, and within 3 days thereafter notify them in writing that this has been done and that the discharges will not be used against them in any way.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(f) Within 14 days after service by the Region, post at its facility in Las Vegas, Nevada, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 3, 2007.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., April 17, 2008

William G. Kocol
Administrative Law Judge

⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT fail to give the Carpenters Local 1780 affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America requested information that is relevant and necessary for the Union to represent the unit employees.

WE WILL NOT fail and refuse to recognize the Union as the collective-bargaining representative for the unit employees

WE WILL NOT discharge or otherwise discriminate against any of you for supporting Carpenters Local 1780 affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America or any other union.

WE WILL NOT discharge or otherwise discriminate against any employee or supervisor because they refuse to lie in NLRB proceedings.

WE WILL NOT attempt to cause police officers to arrest officials of the Union because they are lawfully attempting to monitor events at Respondent's facility.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days of this decision, provide the Union with the information that it has requested.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All employees performing production and maintenance work within the jurisdiction of the Union, including Shop Foreman, Journeyman Shop Worker, Shop Worker/Trainee and Laborer, and all employees performing field work and construction work outside the shop, excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL, within 14 days from the date of this Order, offer Mark Parmenter, Sr. and Mark Parmenter, Jr. full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Mark Parmenter, Sr. and Mark Parmenter, Jr. whole for any loss of earnings and other benefits resulting from their discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharges of Mark Parmenter, Sr. and Mark Parmenter, Jr., and WE WILL, within 3 days thereafter, notify each of them in writing that this has been done and that the discharges will not be used against them in any way.

ADVANCED ARCHITECTURAL METALS, INC. and
its alter egos ADVANCED METALS, INC., and
STEEL SPECIALITIES UNLIMITED, a Single
Employer

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-3099
Hours: 8:15 a.m. to 4:45 p.m.
602-640-2160.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 602-640-2146.